CHARGEFOX – SUBSCRIPTION POLICY

1. INTRODUCTION

(a) For the purposes of this policy, a **Subscription** is a service that Chargefox offers for customers of original engine manufacturer partners to receive a pre-determined period of free charging following their purchase of a nominated vehicle model (**Nominated Vehicle**).

(b) These are the terms and conditions (**Policy**) on which Chargefox Pty Ltd ACN 621 161 215 (**Chargefox**, **we**, **our** or **us**) provides users (**you** or **your**) access to a Subscription.

(c) By using a Subscription, you confirm that you have read and understood, and agree to be bound by, this Policy and the Chargefox Terms & Conditions found at http://www.chargefox.com.au/legal/terms-conditions. **If you do not agree to the Policy or the Chargefox Terms & Conditions, then you must not redeem your Subscription.**

(d) You acknowledge that we may change this Policy from time to time and any updated terms will apply from the date on which the updated Policy are published. We will publish updates to these documents through the Chargefox App or the Chargefox Website and will communicate these changes to you, however it is your responsibility to review any updated documents when they become available. Your continued use of Subscription indicates your acceptance of the updated Policy. **If you do not agree to any updated Policy, you must cease using the Subscription.**

2. USER ACCOUNT AND PASSWORD

(a) To access and use the Subscription, you must register your Nominated Vehicle and create a user account by providing us with certain registration details (**User Account**) including your name and email, and details of your Nominated Vehicle, including its:

(i) Make

(ii) Model

(iii) Year; and

(iv) Vehicle Identification Number ("**VIN**").

3. SUBSCRIPTION USE

(a) Your Subscription will cover your reasonable use of the Chargefox Network, as reasonably determined by Chargefox from time to time.

(b) Notwithstanding clause 3(a) above and in accordance with your acceptance of the Chargefox Network Terms and Conditions, you agree to pay:any applicable additional charges (such as overstay or idle fees).

(c) You acknowledge that the Subscription is registered against a Nominated Vehicle, and as such any balance of any Subscription will be transferred to a third party upon the sale or transfer of a Nominated Vehicle.

4. YOUR OBLIGATIONS

(a) You must:

(i) comply with the terms of this Policy and the Chargefox Network Terms and Conditions and all applicable laws and regulations when using the Chargefox Network, the Chargefox App and the Chargefox Website;

(ii) only use your Subscription for personal use;

(iii) only use your Subscription for use with the applicable Nominated Vehicle;

(b) You must not:

(i) share your Subscription with any other person;

(ii) use your Subscription on a vehicle other than the Nominated Vehicle;

(iii) use your Subscription for any of the following:

(A) the provision of taxi or rideshare services;

(B) the buying and selling of electricity for any retail purpose;

(C) the provision of power services for domestic home use;

(D) any commercial or business use; or

(E) any purpose other than personal and recreational automotive use.

5. TERMINATION OR SUSPENSION

(a) If you breach this Policy, we may:

(i) immediately cease making the Subscription available to you; or

(ii) close, suspend or terminate your User Account without notice.

(b) On the registration of Your Nominated Vehicle by another User Account, we may immediately cease making the Subscription available to you without further notice to You.

6. CONTACTING US

(a) If you have any questions about the Chargefox Network, the Chargefox Network Terms and Conditions or this Policy, please contact us at [insert details]. Alternatively, you may communicate with us by using the functionality within the Chargefox App or the Chargefox Website.

(b) We will send notices (which includes any written communications or statements) to you:

(i) via the Chargefox App; or

(ii) by email to the email addressed provided by you on your User Account.